

EXHIBIT 2

From: Nate Olin [mailto:nolin@cmolawyers.com]
Sent: Tuesday, June 19, 2012 12:23 PM
To: Patrick Markey
Cc: 'Jeffrey S. Morneau'
Subject: Bagg v. Highbeam

Pat, pursuant to our just-completed telephone conversation, attached please find documents relevant to the Court's order. I will send a draft Joint Status report by separate email.

-Nate

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Terms and conditions

HighBeam™ Research, Inc. User Agreement

***IMPORTANT - AUTO-RENEWING CONTRACT - READ CAREFULLY BEFORE USING THIS SERVICE ***

1. Agreement and General Terms of Use

1.1 This User Agreement constitutes the agreement between HighBeam™ Research, Inc. ("HighBeam") and you as a user ("you," "your," "user," "visitor," "basic member," "full member") who accesses or establishes a connection to our services ("Service" or collectively the "Services"). "You," "your," "user," "visitor," "basic member," or "full member," means an adult user of the Service for itself and you as parent or guardian for any minor which you allow to access the Service, for whom you will be held strictly responsible. A "basic member" is a member who has registered on the HighBeam site but only has free access to specific parts of the Service. A "full member" has registered on the site and has paid for unlimited access to the entire Service.

1.2 You agree to abide by all of the provisions in this Agreement in order to remain an authorized user of the Services, and your use of the Services constitutes your agreement to abide by these provisions. Distribution of your user name or password to others for access to the Services is prohibited and may result in termination of your account or other liability. Your use of the Service indicates that you are bound by this agreement with us. If you do not agree with any of these terms and conditions, discontinue use of the Service.

1.3 HighBeam reserves the right, in its sole discretion, to change any or all of the provisions of this Agreement at any time. HighBeam will make the current Agreement available as a link from each Service's home page. The Agreement in effect at the time of your use of the Service shall govern your use and your use of the Service after the effective date of any changes to this Agreement will be deemed your acceptance of the changes. If you don't want to be bound by a change, discontinue use of the Service.

1.4 HighBeam reserves the right, in its sole discretion, to change, limit, or discontinue any aspect, content, tool, or feature that is a part of the Services. HighBeam further reserves the right, in its sole discretion, to restrict the use of the Service as well as suspend or revoke your rights to use the Services based on HighBeam's belief that your use of the Services violates that permitted by this Agreement or applicable law.

1.5 IF YOU DO NOT AGREE TO THE PROVISIONS OF THIS AGREEMENT OR ARE NOT SATISFIED WITH THE SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE YOUR USE OF THE SERVICES.

2. Registration, Fees and Payments, Free Trial Use

2.1 As part of the registration process, you will be required to select a password and username. HighBeam may refuse to grant you a username that impersonates someone else, is or may be illegal, is or may be protected by trademark or other proprietary rights law, is vulgar or otherwise offensive, or may cause confusion as determined by HighBeam in its sole discretion. You will be responsible for the confidentiality and use of your username and password and agree not to transfer or resell your use of or access to the Service to any third-party. If you have reason to believe that your account with HighBeam is no longer secure, you must immediately notify HighBeam of the problem by contacting HighBeam using this form and you must request that your password be changed. **YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR USERNAME AND PASSWORD AND ENTIRELY RESPONSIBLE FOR ANY AND ALL ACTIVITIES THAT ARE CONDUCTED THROUGH YOUR ACCOUNT.**

2.2 If you become a paid member ("subscriber, subscribers, member, members.") of any of the Services, you will be bound by the payment terms set forth herein.

2.3 Except as set forth herein or as described by offers we make from time to time, access to the entire Service requires payment. Rates vary. If you subscribe, you must provide accurate, complete and updated subscriber information. You will pay HighBeam for all fees, charges, and any applicable taxes, associated with the Services in accordance with the current rates, payment terms, and policies specified by HighBeam in the applicable Service enrollment screens and online help areas. You acknowledge that you will pay HighBeam all such fees, charges, and applicable taxes for the Services where enrollment in the Services has

been made using your credit card or other means, whether made by you personally or by someone else in your household or organization on your behalf. If you enroll in the Services using a credit card, you certify to HighBeam that you are at least 18 years of age and that you are the cardholder of the credit card, or that you are certifiably at least 13 years of age and expressly authorized by the cardholder to enroll in the Services.

2.4 You further acknowledge that your obligation to pay HighBeam all such fees, charges, and applicable taxes for the Service does not depend on usage of the Service, and that you remain obligated to pay HighBeam for the Service regardless of whether the Service is used or not. Unless you enroll as part of a free trial, your obligation to pay for the Service begins on the date of your enrollment in the Service, not the date of your first use of the Service. If made available, free trial or free access periods to use the Service also begin on the date of your enrollment in the free trial for the Service, and not the date of your first use of it.

You may cancel your monthly or yearly account for the Service during any free trial or free access period without charge. You may also cancel any subscription for the Service at any other time during its term. However, HighBeam does not prorate any fees, charges, or applicable taxes associated with the Service upon any termination or cancellation and does not refund any such amounts for any term already charged. You may cancel your account for the Service by completing and submitting a cancellation form at <http://www.highbeam.com> or calling the customer service number located in the customer service area of the Services. We strongly recommend that you use the cancellation form as telephone calls are accepted only during business hours and may result in delays of cancellation. General emails not utilizing the above mentioned form, letters and other means of notification, including notifying your credit card company or bank that you no longer wish to be a subscriber will not serve as valid means of cancellation. In the event that you no longer have access to the online cancellation form or a telephone, you may send a certified letter, return receipt requested to 65 E. Wacker Place, Suite 400, Chicago, IL 60601 and your cancellation will be effective upon actual receipt by HighBeam.

2.5 The price you pay for a Service is stipulated at the time you enroll in such Service and is valid for the initial period for which you enrolled in the Service. HighBeam reserves the right to change the price paid for a monthly or annual subscription after the initial enrollment period. **MONTHLY AND YEARLY SUBSCRIPTIONS TO THE SERVICE ARE ON A CONTINUOUS RENEWAL BASIS.** This means your subscription will automatically renew every month on your monthly enrollment anniversary or the last day of the month if you enrolled on the 29th, 30th or 31st and the current month has no such date. For annual subscriptions, this means every year on your annual enrollment anniversary. Your credit charge or other form of payment will be automatically charged or debited unless you have notified HighBeam in accordance with Section 2.3 hereof that you wish to cancel the Service. Your subscription renewal price may differ from your enrollment price and may be higher. **YOU MUST CANCEL PRIOR TO YOUR SUBSCRIPTION RENEWAL DATE TO AVOID CONTINUED CHARGES.**

2.6 If you obtained your subscription through a corporate subscription or other promotional code, you must comply with the terms of that subscription. You agree not to disclose your promotional code to other persons. HighBeam reserves the right to cancel a subscription redeemed through a corporate subscription or other promotional code if we determine that the user of the promotional code was not the intended recipient of that code. We also reserve the right to seek compensation from individuals who share or disseminate their promotion codes contrary to this policy.

2.7 Except with respect to payment terms when a trial is cancelled prior to its termination, this Agreement also states the terms and conditions under which you, as an evaluating user, shall be governed during any free trial period offered by HighBeam.

3. Trademark

3.1 The Services and all content and tools provided by HighBeam on the Services are protected by copyright, trademark and/or other applicable intellectual property and proprietary rights laws and are owned, controlled, and/or licensed by HighBeam, with the exception of the trademark E LIBRARY, which is owned, controlled and/or licensed by ProQuest Information and Learning Co. HIGHBEAM RESEARCH, INC., HIGHBEAM RESEARCH, and the HIGHBEAM name and logo are service marks of HighBeam™ Research Inc. All trademarks appearing on the Services are the property of their respective owners. You agree not to use any trademarks or copyrighted material without express written permission of HighBeam.

3.2 If you operate a Web site and wish to link to the Service, you must link to the Service's home page unless permission otherwise has been granted in writing by HighBeam Research. You can contact HighBeam Research for this permission using [this form](#). HighBeam Research reserves the right to reject or terminate any links to the Service. While our website may have links to the websites of other companies and parties, HighBeam Research has no control over those websites. HighBeam Research is not responsible or liable for any content, advertising, products, services or other materials on or available from those websites. HighBeam Research is not responsible or liable, directly or indirectly, for

any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, advertising, products, services or other materials on those websites.

3.3 You may search, retrieve, display, download to your area on the HighBeam Service, and print content from the Services solely for your personal use. You may not download electronic copies of our content for any purpose other than those permitted by Fair Use or otherwise by law. You shall make no other use of the content without the express written permission of HighBeam. You will not modify, publish, distribute, transmit, participate in the transfer or sale, translate, create derivative works, or in any way exploit other than as set forth herein, any of the content, tools or technology, in whole or in part, found on the Services. Further, you shall not engage in any systematic downloading or other activity directed towards any of the content, in whole or in part, found on the Services that would create any electronic database or archive containing such content. You shall not make any changes to any content that you are permitted to use under this Agreement, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You also will not "frame" any of the content, tools or technology on the Services or the Services themselves without the express written permission of HighBeam. You agree that you do not acquire any ownership rights in any downloaded content. You further agree that all rights in the Service and any of the content found on the Service not granted to you under this Agreement are expressly reserved to HighBeam and/or its licensors.

3.4 In searching the Services, you shall not employ any automated search tools, including so called "crawlers," "bots" and "spiders" that programmatically access and extract content in order to repurpose or resell the Services content and tools, nor may you "scrape" and/or reformat any information off the services HTML, pages or XML interface, including meta tags, results pages, abstracts, and documents except as permitted by our FAQs without the express written permission of HighBeam. Those seeking more information on permission for systematic access (automated queries, meta-search, etc.) shall go to the FAQ area for each Service.

3.5 Digital Millennium Copyright Act ("DMCA") Notice
HighBeam owns, protects and enforces copyrights in its own creative material and respects the copyright properties of others. Materials may be made available on the Service, or via the Service by third parties not within the control of HighBeam. It is our policy not to permit materials known by us to be infringing to remain on this site. You should notify us promptly if you believe any materials on the Service infringe a third-party copyright. Upon receipt of a proper notice of claimed infringement under the DCMA, HighBeam will respond promptly to remove, or disable access to the material claimed to be infringing that is in our direct control, or will provide you with information on how to contact a third-party content provider to notify them of the copyright infringement. Please send all notices to HighBeam™ Research, Inc., 65 E. Wacker Place, Suite 400, Chicago, IL, 60601, telephone (312) 782-3900, fax: (312) 782-3991, or use [this form](#).

4. User Activities and Privacy of User Information on the Service

4.1 You will use the Services and any tools, content, material, or information found on the Services solely for lawful purposes. You shall not upload to, distribute to or through, or otherwise disseminate through the Service any material or information of any kind that is libelous, defamatory, obscene, pornographic, abusive, or otherwise violates any law or infringes or violates any privacy or other rights of any other person or entity, or contains a solicitation of funds, advertising, or a solicitation for goods or services.

4.2 You warrant that any material or information that you make available through the Services, including, for example, postings to chat areas and forums and documents you may post to your work area, is solely your original work, or that you have all necessary rights to make the material or information of any other person or entity available on the Services. You will be solely responsible for the content of any material or information that you make available through the Services. You will also be liable for any damage resulting from your making any material or information available through the Services.

4.3 Except as set forth below, by making any material or information available through the Services, for example, in postings to chat areas and forums, you automatically grant to HighBeam a worldwide, royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, distribute and sublicense any such material or information (in whole or in part) and/or to incorporate it in other works regardless of form, media, or technology. By making any material or information available through the Services, you also grant to users other than yourself the right and license to access, view, store, or reproduce your material and information for that user's personal, internal use. HighBeam shall acquire no rights to personal documents that you or authorized parties post to your work area.

4.4 HighBeam has no obligation to, and does not and cannot, review every item of material or information that you and users other than you make available through the Services, and HighBeam is not responsible for any content of this material or information. However, HighBeam reserves

the right to delete, move, or edit any material or information that it deems, in its sole discretion, unacceptable, libelous, defamatory, obscene, pornographic, abusive, or otherwise in violation of any law or that infringes or violates any privacy or other rights of any person or entity. Further, HighBeam reserves the right at all times to disclose any material or information as necessary to satisfy any law, regulation, or governmental request.

4.6 HighBeam reserves the right to license names, email addresses, postal addresses, and demographic information with other pre-screened organizations that have specific direct mail product and service offers we think may be of interest to you. You may choose at any time to remove your name and address from these mailing lists by editing your privacy preferences on My Account page, by sending a request via [this form](#) (please include your name, address, and email), or by opting out through the unsubscribe link on any email message you receive. HighBeam also reserves the right to collect and use data about you and your use of the Service for purposes such as, for example, performing statistical analyses to assist us in improving the Service. HighBeam further reserves the right to distribute such data in forms that may identify you individually or reveal your identity. Highbeam may also distribute such data in forms that identify you individually or reveal your identity to affiliates, partners and to third parties with a contractual relationship with HighBeam. All such use and distribution shall be in accordance with HighBeam's [privacy policy](#), which is incorporated herein by reference. Please familiarize yourself with the privacy policy by clicking on "Privacy Policy" (or another similar link) on the Services' home pages. Nothing herein shall prevent HighBeam and its marketing partners from contacting you by email, phone, or direct mail with offers, information, and other communications and all such contact is expressly approved by you. Nothing herein shall prevent HighBeam from complying with valid requests by governmental authorities investigating civil or criminal matters.

5. Disclaimer of Warranties & Limitation of Liability

5.1 YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. NEITHER HIGHBEAM NOR ANY OF ITS PARENTS, SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, DISTRIBUTORS, THIRD-PARTY CONTENT PROVIDERS, OR LICENSORS (AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS) WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THEY WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, OR AS TO THE ACCURACY, RELIABILITY, COMPLETENESS, OR CONTENTS OF ANY CONTENT, INFORMATION, MATERIAL, POSTINGS, OR POSTING RESPONSES FOUND ON THE SERVICE, ANY MERCHANDISE OR SERVICES PROVIDED THROUGH THE SERVICES, OR ANY LINKS TO OTHER SITES OR SERVICES MADE AVAILABLE ON THE SERVICES.

5.2 THE SERVICES, ALL TOOLS, CONTENT, MATERIAL, INFORMATION, POSTINGS, OR POSTING RESPONSES FOUND ON THE SERVICE ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5.3 UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR GROSS OR WILLFUL NEGLIGENCE, SHALL HIGHBEAM (OR ANY OF ITS PARENTS, SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, DISTRIBUTORS, THIRD-PARTY CONTENT PROVIDERS, OR LICENSORS (AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS)), BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, ANY CONTENT, INFORMATION, MATERIAL, POSTINGS, OR POSTING RESPONSES ON THE SERVICE, OR THE SERVICE ITSELF. THESE LIMITATIONS APPLY REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY OF SUCH DAMAGES. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT HIGHBEAM (AND ANY OF ITS PARENTS, SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, DISTRIBUTORS, THIRD-PARTY CONTENT PROVIDERS, OR (AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS)), IS NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER, INCLUDING YOU. IN NO EVENT SHALL THE TOTAL LIABILITY OF HIGHBEAM (OR ANY OF ITS PARENTS, SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, DISTRIBUTORS, THIRD-PARTY CONTENT PROVIDERS, OR LICENSORS (AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS)) TO YOU EXCEED THE AMOUNT PAID BY YOU TO HIGHBEAM DURING THE TWELVE (12) MONTHS PRIOR TO ANY CLAIM OF INJURY OR DAMAGE.

6. Indemnification

6.1 To the maximum extent permitted by applicable law, you will defend, indemnify and hold harmless HighBeam (and any of its parents,

subsidiaries, affiliates, directors, officers, employees, agents, distributors, third-party providers, and licensors (and their respective directors, officers, employees, and agents) from and against all claims, liability, and expenses, including attorneys' fees and legal fees and costs, arising out of your use of the Service or your breach of any provision of this Agreement. HighBeam reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. You will cooperate as fully as reasonably required in the defense of any claim.

7. Third-Party Content, Third-Party Providers, Advertising and Links

7.1 The Services include a number of third-party providers for content, technology and other features, including the opportunity for users of the Services to purchase goods or services from third parties ("Third-Party"). HighBeam makes no warranty concerning content, technology, goods or services provided by Third-Party providers.

YOU AGREE THAT ANY RE COURSE FOR DISSATISFACTION OR PROBLEMS WITH THOSE GOODS OR SERVICES WILL BE SOUGHT FROM THE THIRD-PARTY PROVIDER DIRECTLY, NOT FROM HIGHBEAM.

7.1.1 Proquest Information and Learning Company
PROQUEST INFORMATION AND LEARNING COMPANY, MAKES NO WARRANTY REGARDING THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE LICENSED MATERIALS OR ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND OR LOST PROFITS OR OTHER CLAIMS RELATED TO THE LICENSED MATERIALS OR THEIR USE.

7.2 Parts of the Service may also contain advertising or other third-party content. Advertisers are responsible for ensuring that material submitted for inclusion with the Service complies with international and national law. HighBeam is not responsible for any third-party content or error, omission or inaccuracy in any advertising material. The Service may contain links to other web sites. HighBeam is not responsible for the availability of these web sites or their contents.

8. Site Security

8.1 You may not violate or attempt to violate the security of the Service, including by, without limitation (a) accessing data not intended for you or logging into a server or account with you are not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Service, overloading, conducting "denial of service attacks", "flooding", "spamming", "mail bombing" or "crashing", (d) sending unsolicited e-mail, including promotions and/or advertising of products or services, (e) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting, or (f) attempting to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Service. Violations of system or network security may result in civil or criminal liability. HighBeam will investigate occurrences which may violate such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

8.2 Fraud Policies and Information **WARNING:** We take fraud seriously. It is a crime to purchase any part of this Service with a false name or with the use of an invalid credit card. (An invalid credit card is one that is created for the sole purpose of purchasing items or services illegally or using a credit card or its information, via theft or unauthorized use.) It is also illegal to misuse the charge back process to take advantage of the Service. If you are a victim of fraud or if you are a perpetrator, be aware that we will actively pursue and prosecute fraud offenders to the fullest extent of the law.

9. Contacting Us

9.1 You may contact us using [this form](#). If a response is necessary, we will contact you by sending electronic mail to the address you provide to us, or by posting a notice on the Services. This will never serve as legal notice or effective notice for cancellation purposes, all of which are governed by the above sections.

10. Termination

10.1 HighBeam may terminate this Agreement and your use of the Services, or discontinue the Services, at any time. HighBeam shall have the right immediately upon notice to you to terminate your use of the Services in the event of any conduct by you which HighBeam, in its sole discretion, considers to be unacceptable, or in the event of any breach by you of this Agreement or violation of applicable law. In such event you will not be entitled to any refunds for unused services.

11. Law Governing Performance and Disputes

11.1 This Agreement, your performance under it, and any disputes arising under it shall be governed exclusively by the laws of the United States of America and the State of Illinois, without giving effect to their conflict of laws principles. You expressly consent to the exclusive forum, jurisdiction, and venue of the Courts of the State of Illinois in Cook County and the United States District Court for the Northern District of Illinois in any and all actions, disputes, or controversies relating to this Agreement.

12. General Terms

12.1 This Agreement and any policies and rules posted on the Services by HighBeam constitute the complete and exclusive and final expression of the agreement of the parties with respect to the subject matter hereof. No waiver by either HighBeam or you of any breach or default under this Agreement shall be deemed to be a waiver of any preceding or subsequent breach or default. This Agreement shall be binding upon and inure to the benefit of HighBeam and its successors, trustees, and assigns. HighBeam may assign this Agreement, or any of its rights or obligations under this Agreement, with or without notice to you. Any such assignment by HighBeam does not relieve you of your obligations under this Agreement.

13. Terms of Use for the HighBeam Blog Enhancer Tool

13.1 The HighBeam Blog Enhancer Tool is part of the Services provided to you by HighBeam, and you are bound by all of the other terms of the User Agreement in addition to this Section 13.

13.2 The Blog Enhancer Tool provides you with the ability to create limited excerpts of articles found within the Service along with a HTML link to the article as it exists on the Service. The size of the excerpt is determined by HighBeam in its sole discretion, and may be modified from time to time without notice. You are prohibited from increasing the size of the excerpt generated by the Blog Enhancer Tool through the addition of content copied from the Service. HighBeam may deactivate links created with the Blog Enhancer Tool in its sole discretion and without notice.

13.3 The Blog Enhancer Tool allows you to add comments that will appear adjacent to articles on the HighBeam Service when users view articles that you have created HTML links for. HighBeam has the right but not the obligation to remove any comments in its sole discretion and without notice. The following is a non-exhaustive list of the types of content that HighBeam will remove: content that violates our User Agreement; content that infringes the rights of others; content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, abusive, or otherwise objectionable; comments pertaining to HighBeam, its Services, or its employees; content publicizing or offering fraudulent goods or services; commercial or for-profit content. HighBeam takes no responsibility and assumes no liability for any content posted by you or any third party.

13.4 By submitting comments, you grant HighBeam and its affiliates a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant HighBeam and its affiliates and sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that use of the content you supply will not cause injury to any person or entity; and that you will indemnify HighBeam or its affiliates for all claims resulting from the content that you supply, in accordance with Section 6 of this User Agreement.

13.5 You are advised that the content displayed within the Service, including content provided by the Blog Enhancer Tool, is the property of third parties and is protected by copyright and other applicable laws. HighBeam makes the Blog Enhancer Tool available to you "as is" with no warranties of any kind. All of the provisions of Section 5 (Disclaimer of Warranties & Limitation of Liability) apply to your use thereof.



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Terms and conditions

HighBeam™ Research, Inc. User Agreement

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1. Agreement and General Terms of Use

1.1 This User Agreement constitutes the agreement between HighBeam™ Research, Inc. ("HighBeam") and you as a user ("you," "your," "user," "visitor," "basic member," "full member") who accesses or establishes a connection to our services ("Service" or collectively the "Services"). "You," "your," "user," "visitor," "basic member," or "full member," means an adult user of the Service for itself and you as parent or guardian for any minor which you allow to access the Service, for whom you will be held strictly responsible. A "basic member" is a member who has registered on the HighBeam site but only has free access to specific parts of the Service. A "full member" has registered on the site and has paid for unlimited access to the entire Service.

1.2 You agree to abide by all of the provisions in this Agreement in order to remain an authorized user of the Services, and your use of the Services constitutes your agreement to abide by these provisions. Distribution of your user name or password to others for access to the Services is prohibited and may result in termination of your account or other liability. Your use of the Service indicates that you are bound by this agreement with us. If you do not agree with any of these terms and conditions, discontinue use of the Service.

1.3 HighBeam reserves the right, in its sole discretion, to change any or all of the provisions of this Agreement at any time. HighBeam will make the current Agreement available as a link from each Service's home page. The Agreement in effect at the time of your use of the Service shall govern your use and your use of the Service after the effective date of any changes to this Agreement will be deemed your acceptance of the changes. If you don't want to be bound by a change, discontinue use of the Service.

1.4 HighBeam reserves the right, in its sole discretion, to change, limit, or discontinue any aspect, content, tool, or feature that is a part of the Services. HighBeam further reserves the right, in its sole discretion, to restrict the use of the Service as well as suspend or revoke your rights to use the Services based on HighBeam's belief that your use of the Services violates that permitted by this Agreement or applicable law.

1.5 IF YOU DO NOT AGREE TO THE PROVISIONS OF THIS AGREEMENT OR ARE NOT SATISFIED WITH THE SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE YOUR USE OF THE SERVICES.

2. Registration, Fees and Payments, Free Trial Use

2.1 As part of the registration process, you will be required to select a password and username. HighBeam may refuse to grant you a username that impersonates someone else, is or may be illegal, is or may be protected by trademark or other proprietary rights law, is vulgar or otherwise offensive, or may cause confusion as determined by HighBeam in its sole discretion. You will be responsible for the confidentiality and use of your username and password and agree not to transfer or resell your use of or access to the Service to any third-party. If you have reason to believe that your account with HighBeam is no longer secure, you must immediately notify HighBeam of the problem by contacting HighBeam using this form and you must request that your password be changed. **YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR USERNAME AND PASSWORD AND ENTIRELY RESPONSIBLE FOR ANY AND ALL ACTIVITIES THAT ARE CONDUCTED THROUGH YOUR ACCOUNT.**

2. 2 If you become a paid member ("subscriber, subscribers, member, members,") of any of the Services, you will be bound by the payment terms set forth herein.

2.3 Except as set forth herein or as described by offers we make from time to time, access to the entire Service requires payment. Rates vary. If you subscribe, you must provide accurate, complete and updated subscriber information. You will pay HighBeam for all fees, charges, and any applicable taxes, associated with the Services in accordance with the current rates, payment terms, and policies specified by HighBeam in the applicable Service enrollment screens and online help areas. You acknowledge that you will pay HighBeam all such fees, charges, and applicable taxes for the Services where enrollment in the Services has

been made using your credit card or other means, whether made by you personally or by someone else in your household or organization on your behalf. If you enroll in the Services using a credit card, you certify to HighBeam that you are at least 18 years of age and that you are the cardholder of the credit card, or that you are certifiably at least 13 years of age and expressly authorized by the cardholder to enroll in the Services.

2.4 You further acknowledge that your obligation to pay HighBeam all such fees, charges, and applicable taxes for the Service does not depend on usage of the Service, and that you remain obligated to pay HighBeam for the Service regardless of whether the Service is used or not. Unless you enroll as part of a free trial, your obligation to pay for the Service begins on the date of your enrollment in the Service, not the date of your first use of the Service. If made available, free trial or free access periods to use the Service also begin on the date of your enrollment in the free trial for the Service, and not the date of your first use of it.

You may cancel your monthly or yearly account for the Service during any free trial or free access period without charge. You may also cancel any subscription for the Service at any other time during its term. However, HighBeam does not prorate any fees, charges, or applicable taxes associated with the Service upon any termination or cancellation and does not refund any such amounts for any term already charged. You may cancel your account for the Service by completing and submitting a cancellation form at <http://www.highbeam.com> or calling the customer service number located in the customer service area of the Services. We strongly recommend that you use the cancellation form as telephone calls are accepted only during business hours and may result in delays of cancellation. General emails not utilizing the above mentioned form, letters and other means of notification, including notifying your credit card company or bank that you no longer wish to be a subscriber will not serve as valid means of cancellation. In the event that you no longer have access to the online cancellation form or a telephone, you may send a certified letter, return receipt requested to 65 E. Wacker Place, Suite 400, Chicago, IL 60601 and your cancellation will be effective upon actual receipt by HighBeam.

2.5 The price you pay for a Service is stipulated at the time you enroll in such Service and is valid for the initial period for which you enrolled in the Service. HighBeam reserves the right to change the price paid for a monthly or annual subscription after the initial enrollment period. **MONTHLY AND YEARLY SUBSCRIPTIONS TO THE SERVICE ARE ON A CONTINUOUS RENEWAL BASIS.** This means your subscription will automatically renew every month on your monthly enrollment anniversary or the last day of the month if you enrolled on the 29th, 30th or 31st and the current month has no such date. For annual subscriptions, this means every year on your annual enrollment anniversary. Your credit charge or other form of payment will be automatically charged or debited unless you have notified HighBeam in accordance with Section 2.3 hereof that you wish to cancel the Service. Your subscription renewal price may differ from your enrollment price and may be higher. **YOU MUST CANCEL PRIOR TO YOUR SUBSCRIPTION RENEWAL DATE TO AVOID CONTINUED CHARGES.**

2.6 If you obtained your subscription through a corporate subscription or other promotional code, you must comply with the terms of that subscription. You agree not to disclose your promotional code to other persons. HighBeam reserves the right to cancel a subscription redeemed through a corporate subscription or other promotional code if we determine that the user of the promotional code was not the intended recipient of that code. We also reserve the right to seek compensation from individuals who share or disseminate their promotion codes contrary to this policy.

2.7 Except with respect to payment terms when a trial is cancelled prior to its termination, this Agreement also states the terms and conditions under which you, as an evaluating user, shall be governed during any free trial period offered by HighBeam.

3. Trademark

3.1 The Services and all content and tools provided by HighBeam on the Services are protected by copyright, trademark and/or other applicable intellectual property and proprietary rights laws and are owned, controlled, and/or licensed by HighBeam, with the exception of the trademark E LIBRARY, which is owned, controlled and/or licensed by ProQuest Information and Learning Co. HIGHBEAM RESEARCH, INC., HIGHBEAM RESEARCH, and the HIGHBEAM name and logo are service marks of HighBeam™ Research Inc. All trademarks appearing on the Services are the property of their respective owners. You agree not to use any trademarks or copyrighted material without express written permission of HighBeam.

3.2 If you operate a Web site and wish to link to the Service, you must link to the Service's home page unless permission otherwise has been granted in writing by HighBeam Research. You can contact HighBeam Research for this permission using [this form](#). HighBeam Research reserves the right to reject or terminate any links to the Service. While our website may have links to the websites of other companies and parties, HighBeam Research has no control over those websites. HighBeam Research is not responsible or liable for any content, advertising, products, services or other materials on or available from those websites.

HighBeam Research is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, advertising, products, services or other materials on those websites.

3.3 You may search, retrieve, display, download to your area on the HighBeam Service, and print content from the Services solely for your personal use. You may not download electronic copies of our content for any purpose other than those permitted by Fair Use or otherwise by law. You shall make no other use of the content without the express written permission of HighBeam. You will not modify, publish, distribute, transmit, participate in the transfer or sale, translate, create derivative works, or in any way exploit other than as set forth herein, any of the content, tools or technology, in whole or in part, found on the Services. Further, you shall not engage in any systematic downloading or other activity directed towards any of the content, in whole or in part, found on the Services that would create any electronic database or archive containing such content. You shall not make any changes to any content that you are permitted to use under this Agreement, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You also will not "frame" any of the content, tools or technology on the Services or the Services themselves without the express written permission of HighBeam. You agree that you do not acquire any ownership rights in any downloaded content. You further agree that all rights in the Service and any of the content found on the Service not granted to you under this Agreement are expressly reserved to HighBeam and/or its licensors.

3.4 In searching the Services, you shall not employ any automated search tools, including so called "crawlers," "bots" and "spiders" that programmatically access and extract content in order to repurpose or resell the Services content and tools, nor may you "scrape" and/or reformat any information off the services HTML pages or XML interface, including meta tags, results pages, abstracts, and documents except as permitted by our FAQs without the express written permission of HighBeam. Those seeking more information on permission for systematic access (automated queries, meta-search, etc.) shall go to the FAQ area for each Service.

3.5 Digital Millennium Copyright Act ("DMCA") Notice
HighBeam owns, protects and enforces copyrights in its own creative material and respects the copyright properties of others. Materials may be made available on the Service, or via the Service by third parties not within the control of HighBeam. It is our policy not to permit materials known by us to be infringing to remain on this site. You should notify us promptly if you believe any materials on the Service infringe a third-party copyright. Upon receipt of a proper notice of claimed infringement under the DCMA, HighBeam will respond promptly to remove, or disable access to the material claimed to be infringing that is in our direct control, or will provide you with information on how to contact a third-party content provider to notify them of the copyright infringement. Please send all notices to HighBeam™ Research, Inc., 65 E. Wacker Place, Suite 400, Chicago, IL, 60601, telephone (312) 782-3900, fax: (312) 782-3901, or use [this form](#).

4. User Activities and Privacy of User Information on the Service

4.1 You will use the Services and any tools, content, material, or information found on the Services solely for lawful purposes. You shall not upload to, distribute to or through, or otherwise disseminate through the Service any material or information of any kind that is libelous, defamatory, obscene, pornographic, abusive, or otherwise violates any law or infringes or violates any privacy or other rights of any other person or entity, or contains a solicitation of funds, advertising, or a solicitation for goods or services.

4.2 You warrant that any material or information that you make available through the Services, including, for example, postings to chat areas and forums and documents you may post to your work area, is solely your original work, or that you have all necessary rights to make the material or information of any other person or entity available on the Services. You will be solely responsible for the content of any material or information that you make available through the Services. You will also be liable for any damage resulting from your making any material or information available through the Services.

4.3 Except as set forth below, by making any material or information available through the Services, for example, in postings to chat areas and forums, you automatically grant to HighBeam a worldwide, royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, distribute and sublicense any such material or information (in whole or in part) and/or to incorporate it in other works regardless of form, media, or technology. By making any material or information available through the Services, you also grant to users other than yourself the right and license to access, view, store, or reproduce your material and information for that user's personal, internal use. HighBeam shall acquire no rights to personal documents that you or authorized parties post to your work area.

4.4 HighBeam has no obligation to, and does not and cannot, review every item of material or information that you and users other than you

make available through the Services, and HighBeam is not responsible for any content of this material or information. However, HighBeam reserves the right to delete, move, or edit any material or information that it deems, in its sole discretion, unacceptable, libelous, defamatory, obscene, pornographic, abusive, or otherwise in violation of any law or that infringes or violates any privacy or other rights of any person or entity. Further, HighBeam reserves the right at all times to disclose any material or information as necessary to satisfy any law, regulation, or governmental request.

4.5 HighBeam reserves the right to license names, email addresses, postal addresses, and demographic information with other pre-screened organizations that have specific direct mail product and service offers we think may be of interest to you. You may choose at any time to remove your name and address from these mailing lists by editing your privacy preferences on My Account page, by sending a request via [this form](#) (please include your name, address, and email), or by opting out through the unsubscribe link on any email message you receive. HighBeam also reserves the right to collect and use data about you and your use of the Service for purposes such as, for example, performing statistical analyses to assist us in improving the Service. HighBeam further reserves the right to distribute such data in forms that may identify you individually or reveal your identity. Highbeam may also distribute such data in forms that identify you individually or reveal your identity to affiliates, partners and to third parties with a contractual relationship with HighBeam. All such use and distribution shall be in accordance with HighBeam's [privacy policy](#), which is incorporated herein by reference. Please familiarize yourself with the privacy policy by clicking on "Privacy Policy" (or another similar link) on the Services' home pages. Nothing herein shall prevent HighBeam and its marketing partners from contacting you by email, phone, or direct mail with offers, information, and other communications and all such contact is expressly approved by you. Nothing herein shall prevent HighBeam from complying with valid requests by governmental authorities investigating civil or criminal matters.

5. Disclaimer of Warranties & Limitation of Liability

5.1 YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. NEITHER HIGHBEAM NOR ANY OF ITS PARENTS, SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, DISTRIBUTORS, THIRD-PARTY CONTENT PROVIDERS, OR LICENSORS (AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS) WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THEY WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, OR AS TO THE ACCURACY, RELIABILITY, COMPLETENESS, OR CONTENTS OF ANY CONTENT, INFORMATION, MATERIAL, POSTINGS, OR POSTING RESPONSES FOUND ON THE SERVICE, ANY MERCHANDISE OR SERVICES PROVIDED THROUGH THE SERVICES, OR ANY LINKS TO OTHER SITES OR SERVICES MADE AVAILABLE ON THE SERVICES.

5.2 THE SERVICES, ALL TOOLS, CONTENT, MATERIAL, INFORMATION, POSTINGS, OR POSTING RESPONSES FOUND ON THE SERVICE ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5.3 UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR GROSS OR WILLFUL NEGLIGENCE, SHALL HIGHBEAM (OR ANY OF ITS PARENTS, SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, DISTRIBUTORS, THIRD-PARTY CONTENT PROVIDERS, OR LICENSORS (AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS), BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, ANY CONTENT, INFORMATION, MATERIAL, POSTINGS, OR POSTING RESPONSES ON THE SERVICE, OR THE SERVICE ITSELF. THESE LIMITATIONS APPLY REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY OF SUCH DAMAGES. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT HIGHBEAM (AND ANY OF ITS PARENTS, SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, DISTRIBUTORS, THIRD-PARTY CONTENT PROVIDERS, OR LICENSORS (AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS)) IS NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER, INCLUDING YOU. IN NO EVENT SHALL THE TOTAL LIABILITY OF HIGHBEAM (OR ANY OF ITS PARENTS, SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, DISTRIBUTORS, THIRD-PARTY CONTENT PROVIDERS, OR LICENSORS (AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS)) TO YOU EXCEED THE AMOUNT PAID BY YOU TO HIGHBEAM DURING THE TWELVE (12) MONTHS PRIOR TO ANY CLAIM OF INJURY OR DAMAGE.

6. Indemnification

6.1 To the maximum extent permitted by applicable law, you will defend, indemnify and hold harmless HighBeam (and any of its parents, subsidiaries, affiliates, directors, officers, employees, agents, distributors, third-party providers, and licensors) (and their respective directors, officers, employees, and agents) from and against all claims, liability, and expenses, including attorneys' fees and legal fees and costs, arising out of your use of the Service or your breach of any provision of this Agreement. HighBeam reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. You will cooperate as fully as reasonably required in the defense of any claim.

7. Third-Party Content, Third-Party Providers, Advertising and Links

7.1 The Services include a number of third-party providers for content, technology and other features, including the opportunity for users of the Services to purchase goods or services from third parties ("Third-Party"). HighBeam makes no warranty concerning content, technology, goods or services provided by Third-Party providers.

YOU AGREE THAT ANY RE COURSE FOR DISSATISFACTION OR PROBLEMS WITH THOSE GOODS OR SERVICES WILL BE SOUGHT FROM THE THIRD-PARTY PROVIDER DIRECTLY, NOT FROM HIGHBEAM.

7.1.1 Proquest Information and Learning Company
PROQUEST INFORMATION AND LEARNING COMPANY, MAKES NO WARRANTY REGARDING THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE LICENSED MATERIALS OR ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND OR LOST PROFITS OR OTHER CLAIMS RELATED TO THE LICENSED MATERIALS OR THEIR USE.

7.2 Parts of the Service may also contain advertising or other third-party content. Advertisers are responsible for ensuring that material submitted for inclusion with the Service complies with international and national law. HighBeam is not responsible for any third-party content or error, omission or inaccuracy in any advertising material. The Service may contain links to other web sites. HighBeam is not responsible for the availability of these web sites or their contents.

8. Site Security

8.1 You may not violate or attempt to violate the security of the Service, including by, without limitation (a) accessing data not intended for you or logging into a server or account with you are not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Service, overloading, conducting "denial of service attacks", "flooding", "spamming", "mail bombing" or "crashing", (d) sending unsolicited e-mail, including promotions and/or advertising of products or services, (e) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting, or (f) attempting to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Service. Violations of system or network security may result in civil or criminal liability. HighBeam will investigate occurrences which may violate such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

8.2 Fraud Policies and Information WARNING: We take fraud seriously. It is a crime to purchase any part of this Service with a false name or with the use of an invalid credit card. (An invalid credit card is one that is created for the sole purpose of purchasing items or services illegally or using a credit card or its information, via theft or unauthorized use.) It is also illegal to misuse the charge back process to take advantage of the Service. If you are a victim of fraud or if you are a perpetrator, be aware that we will actively pursue and prosecute fraud offenders to the fullest extent of the law.

9. Contacting Us

9.1 You may contact us using this form. If a response is necessary, we will contact you by sending electronic mail to the address you provide to us, or by posting a notice on the Services. This will never serve as legal notice or effective notice for cancellation purposes, all of which are governed by the above sections.

10. Termination

10.1 HighBeam may terminate this Agreement and your use of the Services, or discontinue the Services, at any time. HighBeam shall have the right immediately upon notice to you to terminate your use of the

Services in the event of any conduct by you which HighBeam, in its sole discretion, considers to be unacceptable, or in the event of any breach by you of this Agreement or violation of applicable law. In such event you will not be entitled to any refunds for unused services.

11. Law Governing Performance and Disputes

11.1 This Agreement, your performance under it, and any disputes arising under it shall be governed exclusively by the laws of the United States of America and the State of Illinois, without giving effect to their conflict of laws principles. You expressly consent to the exclusive forum, jurisdiction, and venue of the Courts of the State of Illinois in Cook County and the United States District Court for the Northern District of Illinois in any and all actions, disputes, or controversies relating to this Agreement.

12. General Terms

12.1 This Agreement and any policies and rules posted on the Services by HighBeam constitute the complete and exclusive and final expression of the agreement of the parties with respect to the subject matter hereof. No waiver by either HighBeam or you of any breach or default under this Agreement shall be deemed to be a waiver of any preceding or subsequent breach or default. This Agreement shall be binding upon and inure to the benefit of HighBeam and its successors, trustees, and assigns. HighBeam may assign this Agreement, or any of its rights or obligations under this Agreement, with or without notice to you. Any such assignment by HighBeam does not relieve you of your obligations under this Agreement.

13. Terms of Use for the HighBeam Blog Enhancer Tool

13.1 The HighBeam Blog Enhancer Tool is part of the Services provided to you by HighBeam, and you are bound by all of the other terms of the User Agreement in addition to this Section 13.

13.2 The Blog Enhancer Tool provides you with the ability to create limited excerpts of articles found within the Service along with a HTML link to the article as it exists on the Service. The size of the excerpt is determined by HighBeam in its sole discretion, and may be modified from time to time without notice. You are prohibited from increasing the size of the excerpt generated by the Blog Enhancer Tool through the addition of content copied from the Service. HighBeam may deactivate links created with the Blog Enhancer Tool in its sole discretion and without notice.

13.3 The Blog Enhancer Tool allows you to add comments that will appear adjacent to articles on the HighBeam Service when users view articles that you have created HTML links for. HighBeam has the right but not the obligation to remove any comments in its sole discretion and without notice. The following is a non-exhaustive list of the types of content that HighBeam will remove: content that violates our User Agreement; content that infringes the rights of others; content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, abusive, or otherwise objectionable; comments pertaining to HighBeam, its Services, or its employees; content publicizing or offering fraudulent goods or services; commercial or for-profit content. HighBeam takes no responsibility and assumes no liability for any content posted by you or any third party.

13.4 By submitting comments, you grant HighBeam and its affiliates a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant HighBeam and its affiliates and sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that use of the content you supply will not cause injury to any person or entity; and that you will indemnify HighBeam or its affiliates for all claims resulting from the content that you supply, in accordance with Section 6 of this User Agreement.

13.5 You are advised that the content displayed within the Service, including content provided by the Blog Enhancer Tool, is the property of third parties and is protected by copyright and other applicable laws. HighBeam makes the Blog Enhancer Tool available to you "as is" with no warranties of any kind. All of the provisions of Section 5 (Disclaimer of Warranties & Limitation of Liability) apply to your use thereof.

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